

# **Town of Stow**

## **Standard General Contract**

**Contract for:**

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# TOWN OF STOW

## STANDARD GENERAL CONTRACT

Provision of \_\_\_\_\_

Agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 2000 by and between the Town of Stow, a duly existing municipal corporation in the Commonwealth of Massachusetts, through its duly elected Board of Selectmen with no personal liability to themselves hereinafter referred to as the "Town" and \_\_\_\_\_ a duly formed corporation, hereinafter referred to as the "Contractor."

### *RECITALS*

WHEREAS the Contractor will furnish the Town with \_\_\_\_\_.

WHEREAS the Town desires to purchase such goods and / or services from Contractor in a timely manner and;

WHEREAS it was one of the conditions of the award of the contract that a formal agreement should be executed, by the Contractor and the Town, evidencing the terms of the award;

NOW THEREFORE in consideration of the mutual covenants contained the parties agree as follows:

### *ARTICLE I*

Contractor shall furnish Town with \_\_\_\_\_ subject to and in compliance with all conditions, covenants, stipulations, terms and provisions contained in the Request for Proposal Specifications, Instructions to Bidders and related documents all of which is attached hereto as Exhibit "A" and incorporated herein by reference. Contractor shall provide these materials or services for the sum equal to the aggregate purchase price of the goods and professional services to be furnished by Contractor at the prices and rates specified in the Contractor's proposal also attached hereto as Exhibit "B" and incorporated herein by reference.

### *ARTICLE II*

Contractor acknowledges that reliability of service is essential in this agreement with the Town, and agrees to adhere faithfully to the scope of services as described in the bid documents. In addition to any other warranties or guarantees attached hereto, Contractor warrants that the goods, items or materials which are the subject matter of this contract are fit for the use and purpose intended.

### ***ARTICLE III***

Contractor covenants and agrees to faithfully perform all of its obligations under this agreement and the incorporated documents hereto. Said performance shall be in a professional and workmanlike manner and in accordance with the standard of care and conduct that is generally acceptable in the business or profession. Further, Contractor shall complete and sign all forms attached herein as Exhibits C-E.

### ***ARTICLE IV***

A. The contractor warrants that (1) the goods sold are merchantable, (2) that they are fit for the purpose for which they are being purchased, (3) that they are absent any latent defects and (4) that they are in conformity with any sample which may have been presented to the Town.

B. The Contractor guarantees that upon inspection, any defective or inferior goods shall be replaced without additional costs to the Town. Contractor will assume any additional costs accrued by the Town due to the defect or inferior goods.

C. The Contractor guarantees all goods for a period of one (1) year provided that if any express or implied warranties exist of a term greater than one (1) year, then such warranties will supersede the one (1) year warranty specified herein.

### ***ARTICLE V***

Contractor certifies the suitability, professionalism, and capability of all individuals employed to furnish services as specified herein by Contractor and in any documents incorporated herein by reference.

### ***ARTICLE VI***

The Town agrees to faithfully pay the Contractor, when due and payable, and under the terms of all such incorporated documents and instruments to this agreement, all such contracted sums.

### ***ARTICLE VII***

The term of this contract shall be for \_\_\_\_\_ (insert renewal provisions if applicable)

### ***ARTICLE VIII***

1. Termination for Cause: If through any cause, one party shall fail to fulfill in timely and proper manner, its obligations under this Agreement, or if one party shall violate one of the covenants, agreements, or stipulations of this Agreement, the other party shall thereupon have the right to terminate this Agreement hereunder by giving written notice of such termination. In case of termination, all finished and unfinished documents shall become the property of the Town.

In the event of termination, the Contractor shall be compensated payment of an amount equal to the services or goods provided by the Contractor as of the date of termination.

2. Termination for Convenience: The Town may terminate this Agreement at any time for any reason, upon submitting to Contractor thirty (30) days prior written notice of its intention to terminate. Upon receipt of such notice, Contractor shall immediately cease to incur expenses pursuant to this Agreement unless otherwise directed in the termination notice. Contractor shall promptly notify the Town of costs incurred to date of termination and the Town shall pay all such reasonable and supportable costs which payment shall not exceed the unpaid balance due on this Agreement.

3. Return of Property: Upon termination, Contractor shall immediately return to the Town without limitation, all documents, plans, drawings, tool and items of any nature whatever, supplied to Contractor by the Town to Contractor in accordance with this Agreement.

4. Production of Documents: All records, documents, data, reports or other material, regardless of form or finish, produced by the Contractor as a result of services provided hereunder, are work for hire, and shall become the property of the Town upon creation. The Contractor may not assert any right, title or interest in any product produced under this Agreement.

The Town may request at any time during and/or after the termination of the Agreement any records, documents, data, reports or other materials produced by the Contractor under this Agreement.

## ***ARTICLE IX***

Nothing contained herein shall be construed as a joint venture between the Contractor and the Town. In this regard, Contractor shall be deemed for all purposes herein to be an independent contractor. Contractor is required to sign the Certificate of Non-Collusion, (Exhibit C).

## ***ARTICLE X***

Contractor shall maintain the following types of insurance in full force and effect during the term of this Agreement and any renewals hereof. Copies of the Workers' Compensation Certificates and the General Liability and Vehicle Insurance Policies are to be furnished to Executive Assistant in advance of commencement of work and reviewed by the Town on an annual basis.

A. All contractors working for the Town shall provide a Certificate of Insurance indicating coverage for Worker's Compensation, in accordance with minimum statutory coverage pursuant to Massachusetts General Laws.

B. All contractors engaged in contracts in excess of \$10,000 shall provide the Town with a Certificate of Comprehensive General Liability Insurance for a minimum of One Million Dollars (\$1,000,000), with complete operators coverage naming the Town of Stow as additional insured.

C. Contractors engaged in work valued between \$5,000 and \$10,000 shall provide the Town with a Certificate of Liability Insurance for a minimum of \$500,000 naming the Town of Stow as additional insured.

D. Contractors engaged in projects valued at less than \$5,000 shall carry an appropriate amount of liability coverage, which shall be determined by the department head procuring the service.

E. Motor vehicle liability insurance in the minimum of \$500,000.00 per accident.

### ***ARTICLE XI***

The Contractor agrees to take all necessary precautions to prevent injury to any persons or damage to property during the term of this Agreement and shall indemnify and save the Town harmless against all losses and expenses resulting in any way, from any negligent or willful act or omission on the part of the Contractor, its agents, employees or sub-contractors or resulting directly or indirectly from Contractor's performance under this Agreement.

### ***ARTICLE XII***

This Agreement sets forth the entire Agreement and understanding between the parties and may be amended, modified or waived in whole or part only by a subsequent writing executed by both parties hereto. Nothing herein shall be construed as permitting either party to assign any interest, benefit or obligation contained herein without the express written consent of the parties hereto.

### ***ARTICLE XIII***

If any term, provision, paragraph or word is determined to be illegal, unconstitutional or otherwise unenforceable by a court of competent jurisdiction, then the remaining provisions contained herein shall remain in full force and effect between the parties.

IN WITNESS WHEREOF, the parties hereto have set their hand and seals to this agreement on the day and date first above specified.

**TOWN ADMINISTRATOR:**

**TOWN OF STOW**

\_\_\_\_\_  
Witness to all signatures

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**CONTRACTOR:**

\_\_\_\_\_  
**Type Name of Contractor**

\_\_\_\_\_  
by: \_\_\_\_\_ (print name)  
Witness

(Corporate seal if applicable)

***EXHIBIT C***

**Certificate of Non-Collusion**

***Chapter 30B, § 10***

"The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals."

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***Individual or Corporate Name of Proposer***

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***Signature of Authorized Agent***

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***Printed Name of Authorized Agent***

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***Date***

## ***EXHIBIT D***

### **Certificate of Tax Compliance**

Pursuant to Massachusetts General Law Chapter 62C, § 49A, I hereby certify under penalties of perjury that I have, to the best of my knowledge and belief, filed all state tax returns and paid all state taxes required under law.

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***Social Security or Federal I.D. Number:***

***Signature: Individual or Corporate Officer***

***Date***

**Please Print**

Corporate Name:

Address:

P.O. Box:

City, State, Zip Code:

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\* Your Social Security Number or Federal Identification Number will be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Proposers who fail to correct their non-filing or delinquency will not have a contract or other agreement issued, renewed or extended. This request is made under the authority of M.G.L. Ch. 62C, § 48A.

## ***EXHIBIT E***



**CERTIFICATE OF AUTHORITY**  
**MEETING OF BOARD OF DIRECTORS**

At a meeting of the Directors of the \_\_\_\_\_ duly called  
(Corporation)  
and held at \_\_\_\_\_ on the \_\_\_\_\_ day of  
\_\_\_\_\_, in the \_\_\_\_\_ year at which a quorum was present and acting, it was  
voted, that \_\_\_\_\_ the \_\_\_\_\_ of this Corporation  
(name) (title/position)  
is hereby authorized and empowered to make, enter into, sign, seal and deliver, on  
behalf of this Corporation a Contract for \_\_\_\_\_  
\_\_\_\_\_  
(brief description)  
with the Town of Stow, and performance and payment bonds (each in the amount of the  
Contract) in connection with such Contract.

*I hereby certify that the above is a true and correct copy of the record, that said vote has not  
been amended or repealed and is in full force and effect as of this date, and that  
\_\_\_\_\_ is duly elected \_\_\_\_\_ of  
this Corporation.*

\_\_\_\_\_  
**Clerk or Secretary of the Corporation**